

# SPRINGMILL LAKE AT TAMARACK HORIZONTAL PROPERTY REGIME

Collected Governing Document – 2026

---

<u>Document</u>	<u>Page</u>
<u>1. Amended and Restated Declaration Springmill Lakes at Tamarack Horizontal Property Regime [2020]</u>	1
<u>2. Amended and Restated Code of By-Laws Springmill Lakes at Tamarack Horizontal Property Regime [2020]</u>	30
<u>3. First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime [2022]</u>	46
<u>4. Second Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime [2024]</u>	49
<u>5. First Amendment to the Amended and Restated Code of Bylaws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-For-Profit Indiana Corporation [2024]</u>	53
<u>6. Second Amendment to the Amended and Restated Code of Bylaws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-for Profit Indiana Corporation [2026]</u>	57

**A202000037442**

**04/13/2020 08:57 AM**

**KATHERINE SWEENEY BELL  
MARION COUNTY IN RECORDER**

**FEE: \$ 35.00**

**PAGES: 45**

**By: ER**

**CROSS REFERENCE:** Declaration of Springmill Lakes at Tamarack Horizontal Property Regime recorded in the Office of the Marion County Recorder on January 18, 1985 as Instrument No. 850004674

**GW**

**AMENDED AND RESTATED DECLARATION**

**SPRINGMILL LAKES AT TAMARACK HORIZONTAL PROPERTY REGIME**

## Contents

Section 1.	Definitions .....	1
Section 2.	Description of Dwelling Units.....	4
Section 3.	Boundaries .....	4
Section 4.	General Common Areas .....	5
Section 5.	Limited Areas. ....	5
Section 6.	Ownership of Common Area and Percentage Interest. ....	5
Section 7.	Membership in Association and Percentage Vote. ....	6
Section 8.	Association of Owners.....	6
Section 9.	Encroachments and Easements for Common Areas.....	6
Section 10.	Easement for Utilities and Public and Quasi-Public Vehicles. ....	7
Section 11.	Easements. ....	7
Section 12.	Restrictions on Use. ....	7
Section 13.	Maintenance, Decoration, Repairs and Replacements. ....	9
Section 14.	Alterations, Additions, and Improvements. ....	10
Section 15.	Expansion. ....	10
Section 16.	Assessment .....	10
Section 17.	Insurance.....	11
Section 18.	Condemnation.....	13
Section 19.	Casualty and Restoration. ....	13
Section 20.	Negligence. ....	15
Section 21.	Real Estate Taxes.....	15
Section 22.	Utilities. ....	15
Section 23.	Use and Sale of Dwelling Units. ....	15
Section 24.	Amendment of Declaration. ....	15
Section 25.	Amendments for Mortgage Purchaser.....	17
Section 26.	Reservation of Rights. ....	17
Section 27.	Enforcement of Covenants and Restrictions. ....	17
Section 28.	Costs and Attorneys' Fees. ....	17
Section 29.	Acceptance and Ratification.....	17
Section 30.	Waiver. ....	18
Section 31.	Construction and Severability. ....	18

Section 32.	Floor Plans .....	18
Section 33.	Notices, .....	18
Section 34.	Tamarack Condominium Recreational Corporation.....	18

AMENDED AND RESTATED DECLARATION OF  
SPRINGMILL LAKES AT TAMARACK HORIZONTAL PROPERTY REGIME

THIS AMENDED AND RESTATED DECLARATION OF SPRINGMILL LAKES AT TAMARACK HORIZONTAL PROPERTY REGIME ("Declaration"), made this 6th day of March, 2020.

WITNESSETH:

WHEREAS, The Springmill Lakes at Tamarack Horizontal Property Regime was established by the recording of a certain Declaration of Springmill Lakes at Tamarack Horizontal Property Regime recorded in the Office of the Marion County Recorder on January 18, 1985 as Instrument No. 850004674, which Declaration has been subsequently amended on numerous occasions by amendments thereto recorded in the office of the Marion County Recorder (collectively hereinafter referred to as the "Declaration"); and,

WHEREAS, Section 24 of the Declaration provides that the Owners may amend the provisions of the Declaration; and,

WHEREAS, the Owners have approved, by a vote in excess of the percentage vote required in Section 24 of the Declaration, a number of amendments to the Declaration and desire to amend and restate the Declaration to reflect those amendments;

NOW, THEREFORE, the Owners hereby make this Amended and Restated Declaration, including the Amended and Restated By-Laws attached an Exhibit "D" hereto, and declare that the Real Estate (described in Exhibit "A" hereto) shall be a "Horizontal Property Regime" as provided in the Act and that said Horizontal Property Regime shall include all or part of the Adjacent Real Estate (described in Exhibit "B" hereto), as the same was annexed from time to time, subject to and in accordance with the following terms and conditions:

**Section 1. Definitions.** The following terms whenever used in this Declaration shall have the following assigned meanings:

- (a) "Act" means the Indiana Condominium Law (Ind. Code 32-25-1-1- et seq), as amended.
- (b) "Additional Sections" means the portions of the Adjacent Real Estate which were from time to time annexed to and included within "the Regime" as provided in Section 15.

- (c) **“Amendment” means any amendment to this Declaration by which all or any portion of the Adjacent Real Estate was added to the Regime.**
- (d) **“Association” means the incorporated association of Co-owners of the Regime, more particularly described in Section 8.**
- (e) **“Board of Directors” means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws and shall be synonymous with the term “Board of Directors” as used in the Act.**
- (f) **“Building” shall mean a single structure which contains more than one Dwelling Unit.**
- (g) **“By-Laws” means the Code of Amended and Restated By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., an Indiana not-for-profit corporation, providing for the administration and management of the Association, a true copy of which is attached to this Declaration as Exhibit D and incorporated herein by reference.**
- (h) **“Common Areas” means the General Common Areas as defined in Section 4 of this Declaration and the Limited Areas as defined by Section 5 of this Declaration.**
- (i) **“Common Expenses” means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and all other costs and expenses incurred by the Association for the benefit of the common Areas or for the common benefit of all Owners; provided, however, that Common Expenses shall not include any costs of initial construction of any Building or other property improvements on any portion of the Tract, nor any costs or repairs covered by any warranty of Declarant as builder of the Buildings and other property within the Regime, nor to any other activities on any portion of the Adjacent Real Estate prior to its addition to the Regime, including but not limited to road damage and debris caused by construction traffic, linkage to any utility lines or mains within the Regime, and damage to or deterioration of grass, trees, fences, or other Property due to construction or the state of areas under development.**
- (j) **“Contiguous Real Estate” means that real estate included within and known as Tamarack I Horizontal Property Regime (commonly referred to as Tamarack 17), pursuant to a declaration recorded December 16, 1980 as Instrument No. 80-81182, as amended by a first amendment recorded September 9, 1982 as Instrument No. 82-49501, and as further amended by an amendment recorded July 9, 1984 as Instrument No. 84-42728, all in the Office of the Recorder of Marion County, Indiana.**
- (k) **“Co-Owners” means all of the Owners of all the Dwelling Units in the Regime.**

- (l) “Declarant” means Plan-Tec, Inc., and any successor or assignee of its interest in all or any part of the Tract or in this Declaration under an instrument or instruments which expressly state that the successor or assignee thereunder shall become the Declarant for purposes of this Declaration.
- (m) “Dwelling Unit” means any individual residential unit within the Regime which is to be transferred to an Owner for exclusive occupancy by said Owner or its successors or assigns, each individual unit being more particularly described and identified on the Plans and in Sections 2 and 3 of this Declaration.
- (n) “Formula” means the method set forth in Section 6 of this Declaration for computing the Percentage interest applicable to each Dwelling Unit.
- (o) “General Common Areas” means those Common Areas the use and enjoyment of which is not limited to certain Dwelling Units, as further described and defined in Section 4 of this Declaration.
- (p) “Limited Areas” means those Common Areas, the use and enjoyment of which is limited to a certain Dwelling Unit or Units, as defined in Section 5 of this Declaration.
- (q) “Managing Agent” means any person or entity to which the management responsibilities of the Association are delegated.
- (r) “Mortgagee” means the holder, insurer, or guarantor of any mortgage on any Dwelling Unit.
- (s) “Owner” means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns the fee simple title of record to a Dwelling Unit. Persons or entities owning a single Dwelling Unit as tenants in common, joint tenants, tenants by the entireties, or any form of jointly or divided ownership, shall be deemed one Owner for purposes of this Declaration.
- (t) “Percentage Interest” means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Dwelling unit, as determined in accordance with Section 6 of this Declaration.
- (u) “Percentage Vote” means that percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and exercisable by the Owner thereof, as described in Section 7 of this Declaration and in the By-Laws.
- (v) “Plans” means the floor and building plans of the Buildings and Dwelling Units on the Real Estate and the site plan, survey and elevation plan of the Real Estate and Buildings, duly certified by a registered architect or licensed professional

engineer, and any such floor and building plans, site plans, surveys, and elevation plans which shall be prepared, verified and filed with any Amendments and which pertain to portions of the Adjacent Real Estate annexed to and made a part of "the Regime" by such Amendments.

- (w) "Property" means the Real Estate and appurtenant easements, the Dwelling Units, the Buildings, and all other improvements of every kind and nature whatsoever, now or hereafter located upon the Real Estate or upon any Additional Sections after annexation to the Regime, and used in connection with the operation, use and enjoyment of the Regime.
- (x) "Regime" means the Horizontal Property Regime created by this Declaration, including any subsequent Amendments thereto.
- (y) "Tract" shall mean the Real Estate and Adjacent Real Estate.

**Section 2. Description of Dwelling Units.** The Real Estate contains one hundred and six (106) Dwelling Units. The legal description for each Dwelling Unit shall consist of the numerical designation of the particular Dwelling Unit and reference to this Declaration and any relevant Amendments then of record. Each Dwelling Unit shall consist of all space within the boundaries thereof (as hereinafter described) and all fixtures, facilities, utilities, equipment, appliances, and structural components within said boundaries which are designed or intended to be solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit. Not included in any Dwelling Unit are those fixtures, facilities, utilities, equipment, appliances, and structural components designed or intended for the use, benefit, support, safety or enjoyment of more than one Dwelling Unit, or which may be necessary for the same, or which are specifically defined or described herein as General Common Areas or Limited Areas, or which are normally intended for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, even if the same are located wholly or partly outside the boundaries of such Dwelling Unit.

**Section 3. Boundaries.** The boundaries of each Dwelling Unit shall be as shown on the Plans. The vertical boundaries shall run from the interior, unfinished surfaces of the lower most floors to the interior, unfinished surfaces of the uppermost ceilings, and the horizontal boundaries shall be the interior, unfinished drywall surfaces of the common walls and exterior walls and the unfinished interior surfaces of the doors and windows of each Dwelling Unit, except that all glass, screens, and air conditioning units shall be deemed a part of the Dwelling Unit. In the event that any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or roof of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the boundary lines of the Dwelling Unit as indicated on the Plans, but within the walls, floors, and ceilings of the Dwelling Unit as the same may actually exist.

**Section 4. General Common Areas.** General Common Areas shall include the following, except to the extent otherwise specifically designated in Section 2, 3, or 5 as being within a Dwelling Unit or as Limited Areas:

- (a) The yards, open spaces, boundary fences, woodland areas; and gardens and landscaping planted by the Declarant or Springmill Lakes at Tamarack Co-Owners Association;
- (b) Common walkways, streets, common driveways, and open parking lots;
- (c) Exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit;
- (d) Electrical, gas, water, sanitary sewer, telephone, and cable television lines, mains, pipes, ducts, conduits, wiring and insulation;
- (e) Interiors of all structural walls and floors, including all exterior walls and attic spaces, and walls between horizontally adjacent Dwelling Units;
- (f) Foundations, roofs, exterior wall surfaces of Buildings, and all other structural elements and components of the Buildings;
- (g) All other structures, areas, and facilities not expressly defined as Limited Areas in Section 5 or expressly included within the Dwelling Units by Sections 2 or 3 of this Declaration.

**Section 5. Limited Areas.** Limited Areas shall consist of the following:

- (a) Entranceways. The entranceways and courtyards through which access to a Dwelling Unit is obtained are limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (b) Patios and Balconies. The patios, balconies and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant. The Limited Areas in Section 5(b) will be maintained and replaced if necessary by the Dwelling Unit Owner or Owners to which they are appurtenant.
- (c) Driveways and Parking Areas. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units are limited to the use of the Dwelling Units so served. Each Dwelling Unit shall have the exclusive right to use the parking area located in that driveway area immediately adjacent to that Dwelling Unit, as shown on the Plans.

**Section 6. Ownership of Common Area and Percentage Interest.** In connection with and as an inseparable part of the ownership of each Dwelling Unit, each Owner thereof shall have an undivided interest in the Common Areas as tenant in common with all other Owners, such interest to be equal to the Percentage interest applicable to the Dwelling Unit. The

Percentage Interest in the Common Areas applicable to each Dwelling Unit shall be one - one hundred sixth. (1/106). In any calculation or determination of the Percentage interest, the figure obtained shall be rounded to the nearest one-thousandth of a percent and shall be so presented for all purposes of conveyance and for all purposes of this Declaration.

**Section 7. Membership in Association and Percentage Vote.** In connection with and as an inseparable part of the ownership of each Dwelling Unit, each Owner shall be a member of the Association and shall have a Percentage Vote which the Owner shall be entitled to cast at each meeting of the Association on each matter on which the Co-owners may vote, under the terms of this Declaration, the Articles of Incorporation of the Association, or the By-Laws. The Percentage Vote allocable to each Dwelling Unit for all matters upon which the Co-Owners are entitled to vote shall equal to the Percentage Interest appertaining to each Dwelling Unit as determined by Section 6 taking into account any adjustments as a result of any Amendments. Unless otherwise stated in the Act, the By-Laws, or this Declaration, matters to be undertaken or performed by the Association shall be so undertaken or performed only upon the approval thereof by a majority of the Percentage Vote represented at the meeting of the Association at which such matter is considered (provided a quorum is present). To determine whether a majority or any specific percentage of the vote required by this Declaration has approved any matter, the number of Owners whose votes have been cast in favor of such matter shall be tallied. For purposes of this Declaration and the Act, a majority of the Percentage Vote or of the Co-Owners shall not exist unless such sum, when divided by the total number of Dwelling Units then in the Regime, exceeds fifty percent (50%); a two-thirds (2/3) majority of the Percentage Vote or of the Co-Owners shall not exist unless such sum, when divided by the total number of Dwelling Units then in the Regime, exceeds the decimal equivalent of two-thirds (2/3); and a majority of the Percentage Vote represented at such meeting shall not exist unless such sum, when divided by the number of Owners present or represented at such meeting, exceeds fifty percent (50%).

**Section 8. Association of Owners.** In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, an association of the Co-Owners of the Dwelling Units in the Regime has been created, to be known as "Springmill Lakes At Tamarack Co-Owner's Association, Inc." (herein referred to as the "Association"). Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership shall automatically transfer to the new Owner along with the transfer of the Dwelling Unit, whether or not such transfer is stated in the conveyancing instrument.

The Association shall elect a Board of Directors annually in accordance with and as prescribed by the By-Laws and may take any other actions with respect to control of the Regime provided for by this Declaration, the By-Laws, or the Act. The Board of Directors shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the Property.

**Section 9. Encroachments and Easements for Common Areas.** If, by reason of the location, construction, settling, or shifting of a Dwelling Unit, a Common Area now encroaches or shall hereafter encroach upon any Dwelling Unit, then in such event an easement shall be deemed to exist and run to the Co-Owners and the Association for maintenance, use and

enjoyment of such Common Area. Each Owner shall have an easement in common with each other Owner to use all General Common Areas, wherever located.

**Section 10. Easement for Utilities and Public and Quasi-Public Vehicles.** All public and quasi-public vehicles, including, but not limited to police, fire, ambulance, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the General Common Areas in the performance of their duties. The Association shall have the right to grant such other easements, licenses, and rights-of-way as may be necessary for the proper operation and maintenance of the Regime.

**Section 11. Easements.** (Intentionally Omitted)

**Section 12. Restrictions on Use.** The following restrictions apply to the use and enjoyment of the Dwelling Units, General Common Areas, Limited Areas, and other Property:

- (a) All Dwelling Units shall be used exclusively for residential purposes and occupancy for a single family. No lease shall demise any Dwelling Unit for any term. The Board of Directors may, in its discretion and upon such conditions as it deems appropriate, grant an exception to the lease prohibition, for not more than one (1) year at a time, to an Owner if the Board determines that the Owner is actively and in good faith trying to sell or otherwise dispose of his Dwelling Unit or if the Board, by majority vote of the entire Board, determines that the Owner has a Significant Hardship. For purposes of this subparagraph, examples of a Significant Hardship may include:
  - (1) death of an Owner;
  - (2) divorce of an Owner;
  - (3) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Real Estate due to a change of employment or retirement; or
  - (4) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Own
- (b) No additional buildings shall be erected other than the Buildings designated in the Declaration and shown on the Plans.
- (c) Nothing shall be done or kept in any Dwelling Unit or in the Common Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No waste shall be committed in the Dwelling Units, General Common Areas or Limited Areas.
- (e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building or on or upon any balcony or patio, and no sign, awning, canopy, shutter, radio or television antenna, or other attachment

shall be affixed to or placed upon the exterior walls or roof or any other part of the Building, without the prior written consent of the Board of Directors.

- (f) No animals of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas, except that small pet dogs, cats, or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. Pets shall be permitted outdoors only under leash and accompanied by an Owner or other person, except where the Owner has installed invisible fencing, as a containment area, with approval from the Board of Directors. An Owner shall be fully liable for any injury or damage to any person or to the Common Areas caused by his pet and shall be responsible for immediately removing from such areas his pet's waste materials. The Board of Directors may adopt such other rules and regulations regarding pets as it may deem appropriate, and in the event that in the judgment of the Board of Directors, any pet is causing or creating a nuisance or unreasonable disturbance or noise, such pet shall be permanently removed from the Property upon written notice of such determination by the Board of Directors.
- (g) Nothing shall be done or permitted in any Dwelling Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall any Dwelling Unit be used in any unlawful manner or in any manner to cause injury to the reputation of the Regime or to be a nuisance, annoyance, inconvenience, or damage to other owners or tenants of the Building or neighboring Buildings, including, without limiting the generality of the foregoing, noise by use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers, or other equipment or machines. Changes in the exterior structure of a Dwelling Unit, such as a sunroom or screened porch, shall be subject to the approval of the Board and will be documented as required by the Board of Directors with the Office of the Recorder of Marion County to ensure that this addition is the Owner and future Owners' responsibility to maintain.
- (h) No clothes, sheets, blankets, rugs, laundry, or other similar objects or materials shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly material by the Owners, except as to specific areas designed for temporary storage thereof.
- (i) No industry, trade, or other commercial or religious activity, educational or otherwise, whether designed for profit, altruism or otherwise, shall be conducted, practiced, or permitted on the Property.
- (j) No "For Sale" signs, nor any window or other advertising display of any kind shall be maintained or permitted on any part of the Property, without the prior consent of the Board of Directors.
- (k) All Owners and members of their families, their guests, or invitees, all lawful occupants of any Dwelling Unit and all other persons entitled to use the same and to use and enjoy the Common Areas of any part thereof, shall observe and be governed by such rules and

regulations as may from time to time be issued in writing by the Board of Directors governing the operation, use, and enjoyment of the Common Areas.

- (l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within the Property, except that any such vehicles may be parked or stored completely enclosed within a garage, or except as may be authorized in writing by the Board of Directors. Garage doors shall be kept closed except when entering or existing the garage. The parking of any type or kind of vehicle upon the streets, other than temporary parking by guests and invitees of any Owner, is prohibited. Appurtenant to each Dwelling Unit is the right to use the parking area located in the driveway area immediately adjacent to that Dwelling Unit, as shown on the Plans. The number of vehicles which may be parked in such area by any Owner shall not exceed the number of automobiles for which such Owner's garage space is designated. No Owners shall park any vehicle on a recurrent or permanent basis in any location other than in his garage or his designated parking area.
- (m) No Owner shall be allowed to plant trees, landscape, or to do any gardening in any of the Common Areas, except with the written consent of the Board of Directors.
- (n) All trash or refuse shall be stored in appropriate containers inside the Dwelling Unit (including garage) or designated trash areas and shall be made accessible for the regular trash collection system established by the Board of Directors.
- (o) No Owner shall install or maintain any interior or exterior window décor visible from outside the Dwelling Unit, other than interior draperies having a white or pastel back lining, blinds or slatted shutters without the prior consent of the Board of Directors. All garage window coverings must be white.
- (p) All Dwelling Units must be connected to a Board of Director's approved fire protection service.

### **Section 13. Maintenance, Decoration, Repairs and Replacements.**

**A. Common Areas.** The Association will be responsible for the maintenance, repair, decoration, restoration, and replacement of the Common Areas except as specifically provided herein. Maintenance, decoration repairs, and replacements of the Common Areas shall be furnished by the Association and the cost thereof shall be part of the Common Expenses. The Board of Directors has the right to adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas as it deems appropriate, including the appointment of committees to oversee the same. The Board of Directors shall have the exclusive right to determine the outside décor of each Dwelling Unit, including without limitation the color and type of paint and all décor appurtenant to the exterior of each individual Dwelling Unit.

**B. Dwelling Units.** Each Owner shall control and have the right to determine the interior décor of his Dwelling Unit, but this shall not include the right to make structural changes to the Dwelling Unit, nor the right to use interior décor which in the discretion of the Board of

Directors adversely affects the external appearance of the Dwelling Unit, as more particularly set forth in Section 13 of this Declaration. No act or omission which constitutes waste shall be committed or suffered in or upon any Dwelling Unit, the General Common Areas, or Limited Areas. Each Owner shall maintain and repair at his sole cost and expense all fixtures, appliances, equipment, and other improvements constituting a part of his Dwelling Unit under Sections 2 and 3 hereinabove, and each Owner shall promptly repair any condition or defect existing or occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, General Common Area or Limited Area. Each owner shall also maintain and repair at his sole cost the area constituting the interior space of the attic and crawlspace directly above and below the Owner's Unit, including all equipment located therein which solely serves the Owner's Unit. Beginning January 1, 2021, the Owners responsibility for maintenance shall include the maintenance and replacement of windows and casings. The Board of Directors and the Managing Agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required) to enter into the Dwelling Units and the Common Areas appurtenant to each Dwelling Unit to replace, repair, and maintain such Common Areas. In the event that any Owner fails or is unable to maintain or repair any condition or defect for which he is responsible and such condition or defect causes or threatens to cause immediate and substantial harm to any person or to any property outside his Dwelling Unit, the Board of Directors and the Managing Agent shall each have the right to enter such Owner's Dwelling Unit to remedy or repair such condition or defect, and any costs or expenses incurred in connection therewith shall be payable by such Owner upon demand by the Board of Directors or the Managing Agent. Nothing herein contained shall be construed to represent a contractual liability to the Owners on the part of the Declarant, the Association, or the Board of Directors for maintenance, repair, or replacement of any General Common Areas or Limited Areas, and the liability of the Association, the Board of Directors, and the Managing Agent in this regard shall be limited to damages resulting from gross negligence, recklessness, or intentional misconduct, unless otherwise provided in the management contract in the case of the Managing Agent.

**Section 14. Alterations, Additions, and Improvements.** No Owner shall make any alterations, additions, or improvements to the Common Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alterations to his respective Dwelling Unit which would impair the safety thereof, or which would substantially alter or adversely affect any structural portion of any Dwelling Unit or impair any easement or hereditament, without the unanimous consent of the Co-Owners. Any alterations, additions, or improvements made by any Owner wholly or in part outside his respective Dwelling Unit with the consent of the Board of Directors shall remain the property of that Owner and shall be owned, maintained, and insured by that Owner as part of his Dwelling Unit and deemed a part thereof for purposes of this Declaration. Upon the sale of his Dwelling Unit, such alterations, additions, or improvements shall be transferred along with such Dwelling Unit, and the purchaser shall be deemed to assume the prior Owner's maintenance and insurance obligations. If, in the reasonable discretion of the Board of Directors, such alteration, addition, or improvement is not being properly maintained, the Board of Directors may cause the same to be removed if such condition is not corrected by such Owner within ten (10) days after notice of such determination by the Board of Directors, and such Owner shall be liable for all costs incurred in connection with such removal, including attorneys' fees.

**Section 15. Expansion. (Intentionally Omitted.)**

**Section 16. Assessments.**

A. **Liability for Assessments.** Each Dwelling Unit and the Percentage Interest appurtenant thereto shall be subject to the Regular Assessments and Special Assessments for Common Expenses as provided in this Section 16, and all such Assessments shall constitute liens upon each Dwelling Unit and appurtenant Percentage Interest as of the date of determination of each such Assessment by the Association. The date(s) on which Assessments are due and payable shall be as determined by the Board of Directors. In addition, each Owner shall be personally liable for the amounts of any and all Assessments which become due and payable during the period in which such Owner holds fee simple title to a Dwelling Unit. No Owner shall be personally liable for any Assessments which first became due and payable prior to the time such Owner took title to a Dwelling Unit unless he expressly assumes such liability, except as may otherwise be required by the Act. However, a conveyance by an Owner of his Dwelling Unit shall not operate to release or limit the liability of an Owner for Assessments becoming due and payable while such Owner holds fee simple title to a Dwelling Unit. The lien of any Assessment shall be subordinate to any first mortgage on any Dwelling Unit which was recorded before the time when said Assessment first became delinquent.

B. **Collection of Assessments.** Each Assessment shall be due and payable within fifteen (15) days of the due date determined by the Board of Directors, and the date marking the end of the applicable time period allowed herein for the payment of such Assessment is hereby termed the "Delinquency Date". Any assessment which is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner and the Board may impose late fees on those delinquent assessments. In the event that any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner. All late fees and all costs and expenses payable hereunder with respect to a delinquent Assessment shall be determined by and added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Dwelling Unit and Percentage Interest as of the date on which such delinquent Assessment first became a lien. In the event that any Assessment is not fully paid on or before the Delinquency Date, the Association shall be entitled to accelerate and declare due and payable in full all installments of Assessments due for the year in which such delinquency occurs, and to enforce payment of the same by foreclosure of said lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. Any such lien against a Dwelling Unit and its Percentage Interest shall be subordinate to any first Mortgage covering such Dwelling Unit and its Percentage Interest if and to the extent such Mortgage was recorded prior to the due date of the delinquent Assessments.

**Section 17. Insurance.**

A. The Association shall obtain fire and extended coverage insurance insuring all Dwelling Units in the Regime including everything as installed in the original construction of such Unit, from the drywall out of each Unit, including permanently installed fixtures such as floor coverings, light fixtures, appliances, cabinets, wall coverings, walls, and air conditioners,

and including also all common and limited ground areas in the Regime, all in an amount above the policy deductible equal to the full replacement cost thereof from time to time, as determined by a qualified appraiser, but excluding detached improvements appurtenant to a Unit (e.g. hot tubs, compressors), fences other than boundary fences, landscaping and items designated as the Owner's responsibility as Section 17(C) of this Declaration. Such insurance shall be in the form of a master casualty policy for the entire Regime, shall contain a "Replacement Cost Endorsement," and shall provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to Section 19. Such insurance shall include, when they are applicable or can be obtained, agreed amount, inflation guard, demolition cost, steam boiler and machinery, contingent liability from operation of building laws, and increased cost of construction endorsements. In addition, such insurance shall include items typically covered by a special condominium endorsement, including that any insurance trust agreement will be recognized that insurance will not be prejudiced by any acts or omissions of individual Owners that are not under the control of the association, and that the insurance will be primary, even if an Owner has other insurance that covers the same loss. Such insurance shall also require the insurer to notify the association and each Owner's Mortgagee at least ten (10) days before it cancels or substantially modifies such coverage. Such insurance coverage shall be in the name of the Association for the use and benefit of each Owner. For each Dwelling Unit mortgaged, such policy shall contain a Standard Mortgage Clause and shall name each Owner's Mortgagee and its successors and assigns. The amount of coverage shall be increased from time to time to cover all additions to the Regime. The proceeds from any loss shall be payable to the Association, who shall hold and apply such proceeds as trustee for the individual Owners and Mortgagees, as their respective interests shall appear. The proceeds shall be used or disbursed only in accordance with the provisions of this Section 17 and of Section 19 of this Declaration, as applicable, and any surety bond or bonds obtained by the Board of Directors covering the officers of the Regime as provided in subsection D of this Section shall specifically include protection for any insurance proceeds so received. Such coverage shall not include a deductible clause in excess of Five Hundred Dollars (\$500.00) per occurrence.

B. The Association also shall obtain comprehensive public liability insurance together with Workmen's Compensation Insurance (if required by statute), employer's liability insurance, and such other liability insurance with such coverage and limits as the Board of Directors deems appropriate; provided, however, that public liability insurance shall have liability limits of not less than Three Million Dollars (\$3,000,000.00) for personal injury and One Million Dollars (\$1,000,000.00) for property damage; and provided further, that all such policies shall include coverage for bodily injury and property damage that results from the operation, maintenance, or use of the Common areas and any legal liability that results from lawsuits related to employment contracts in which the Association is a party. Such policy must provide for at least ten (10) days written notice to the Association and to each Owner's Mortgagee in writing before the insurer cancels or substantially modifies coverage. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the association. The individual Owners shall have the right to recover losses for their benefit.

C. Each Owner shall have the right to purchase any additional insurance as he may deem necessary, and each Owner shall be solely responsible for loss of or damage to everything from the drywall in of each Unit which represent upgrades from the original construction of their Units, and he also shall be solely responsible for all of the contents of his own Dwelling Unit, plate glass, and for loss of or damage to any other of his personal property, whether or not stored or kept in his own Dwelling Unit. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

D. The Association shall obtain a fidelity bond indemnifying the Association, the Board of Directors, and the Co-Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or of any other person handling the funds of the Association or the Co-Owners, which bond shall be written in an amount equal to at least One Hundred Thousand Dollars (\$100,000). Such fidelity bond shall require the issuer thereof to notify the Association and each Owner's Mortgagee at least ten (10) days before it cancels or substantially modifies such fidelity bond. Any management agent employed by the association shall have a similar fidelity bond naming the Association as an additional obligee.

E. All policies of insurance of the character described in subsections A and B of this Section 17 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, any managing agent, their respective employees an agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties. All policies of insurance maintained by the Association pursuant to this Section 17 shall provide such coverages and be in such amounts as may be required from time to time by FNMA, FHLMC, FHA or VA. Upon obtaining or changing any policies of insurance authorized or required by this Section 17, notice of the same shall be sent by the Secretary of the Association to each Owner and each Mortgagee whose interest may be affected thereby.

**Section 18. Condemnation.** In the event that all or any part of the Regime shall be taken or condemned by any competent authority, or if any condemnation proceeding shall be instituted with respect to all or any part of the Regime, the Association shall have the right to appear and defend in such proceedings on behalf of the Owners affected thereby and to prosecute on behalf of any such Owners any action or proceeding, at law or in equity, as it may deem appropriate for the adequate protection and compensation of all Owners affected by any confiscatory act of any public body. The proceeds obtained by the Association as a result of any such action or proceeding shall be received by the Association and shall be applied by the Association as follows: (a) the portion of such award which is allocated by the court making such award, or if not so allocated, then as determined by a two-thirds (2/3) majority of the Percentage Vote at a special meeting called for the purpose of making such allocation, to the buildings or units taken (such portion hereinafter called the "Building Award"), shall be distributed among the Owners whose Dwelling Units were taken proportionately according to the relative square footage of each of the Dwelling Units so taken; (b) the balance of such award after payment of the Building Award shall be paid, first, to reimburse the Association for its costs and expenses in obtaining such award, and the balance, if any, shall be paid to each Co-Owner in the Regime in proportion to his Percentage interest. No amounts or damages shall be paid by the Association to

any Owner for any partial taking, partial loss of use, or impediment of access as to any Dwelling Unit, except to the extent that the amount of any such award is specifically determined by the court making such award or by a two-thirds (2/3) majority of the Percentage Vote of the Association. Nothing in this Section 18 shall be construed to prevent any Owner affected by any condemnation or confiscatory action of any public body from participating in any condemnation proceedings or from prosecuting any action for any recovery for any confiscation of his property, but such Owner shall not be entitled to distribution out of the proceeds received by the Association to the extent that such Owner recovers sums or compensation for the same or similar damages as are the basis of the award to the Association. Nothing herein contained shall be construed to require payment of proceeds to an Owner in derogation of any rights such Owner's Mortgagee may have to such proceeds.

**Section 19. Casualty and Restoration.** In the event of any damage to or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

- (a) **Partial Destruction.** In the event of less than complete destruction (as defined in subsection (b) hereinbelow) of the Dwelling Units in all Buildings, all Dwelling Units and other Property damaged shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such repair and restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, the amounts needed to complete the repair and restoration beyond available insurance proceeds shall be paid by all Co-owners as a Common Expense. The application and use of such proceeds shall be determined by the Board of Directors of the Association acting as trustee under Section 17(A), or by any Mortgagee electing to act as trustee in place of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees.
- (b) **Restoration in the Event of Complete Destruction.** In the event that two-thirds (2/3) or more of the Dwelling Units in the Regime are damaged or destroyed by fire or other casualty, a special meeting of the Association shall be called. If, at that meeting, a determination is made, by vote of at least a two-thirds (2/3) majority of the Percentage Votes of all Owners in the Regime, that a complete destruction has occurred so that the Buildings and other Property in the Regime shall not be repaired or restored, then the proceeds of insurance and the Property in the Regime shall be dealt with and disposed of in accordance with Sections 19 and 21 of the Act, as either may be amended from time to time, or in accordance with any substitute provisions governing such matters as may be enacted subsequent to the date of this Declaration, with distributions of proceeds to be made to the owners in proportion to the relative fair market values of their respective Dwelling Units as of the date of such destruction; if and to the extent such values can be determined and if and to the extent such distributions are permitted by applicable law.
- (c) **Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units and other Property to substantially the same condition as they existed immediately prior to the**

destruction and with a similar quality of materials and workmanship and similar type of design and architecture, but excluding all improvements and property added to or kept in or about such Dwelling Units by any Owner.

- (d) In the event restoration of Dwelling Units is necessary, and notwithstanding any provision in Sections 17 or 19 to the contrary, the insurance funds for such restoration shall be disbursed by any Mortgagee (if it elects to do so) which holds mortgages on fifty-one percent (51%) or more of the number of Dwelling Units that need to be restored; otherwise, the insurance funds shall be disbursed by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith. Nothing contained in Sections 17 or 19 shall be construed to require payment of any proceeds to an Owner in derogation of any rights such Owner's Mortgagee may have to such proceeds.

**Section 20. Negligence.** Each Owner shall be liable for the expense of any maintenance, repair, or replacement of any of the Property which becomes necessary by reason of his negligence or that of any member of his family or his or their guests, employees, agents, or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenances or of the Common Area.

**Section 21. Real Estate Taxes.** Real estate taxes are to be separately taxed to each Dwelling Unit and the Percentage Interest connected therewith, as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit but are assessed and taxed on the Real Estate as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be equal to the Percentage Interest then appurtenant to the Owner's Dwelling Unit. The worksheets of the Washington Township Assessor shall be used to determine assessment valuation for purposes of this Section 21.

**Section 22. Utilities.** Each Owner shall pay for those utilities provided to his Dwelling Unit which are separately billed or metered for his Dwelling Unit. Utilities which are not separately billed or metered shall be treated and paid as part of the Common Expenses.

**Section 23. Use and Sale of Dwelling Units.** All Dwelling Units in the Regime shall be used for single-family residential purposes only, and no lease shall demise any Dwelling Unit.

**Section 24. Amendment of Declaration.** Except as otherwise provided in this Declaration, this Declaration may be amended in the following manner.

- (a) **Notice.** Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered, including any annual meeting.

- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by the Owners of at least a majority of the Percentage Vote.
- (c) Meetings. The resolution concerning a proposed amendment must be adopted by the appropriate majority vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to any matter contained in Sections 2, 3, 4, 5, 6, 7, 12, 13, 15, 16, 17 and 19 of this Declaration and any proposed amendment which would impose any restrictions on an Owner's right to sell or transfer his or her Dwelling Unit or any provisions that expressly benefit Mortgagees, insurers or guarantors, or any proposed amendment to establish self management when professional management had been required by a Mortgagee, or any proposed amendment to terminate the legal status of the Project after substantial destruction or condemnation of the Property, shall be deemed a "Material Amendment". To be adopted, a Material Amendment" must be approved by a vote of not less than a sixty seven percent (67%) of the total Percentage Vote and by fifty one percent (51%) of the Dwelling Units subject to mortgages. Any other proposed amendment to this Declaration must be approved by a vote of not less than a majority of the total Percentage vote. In the event any Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws. The provisions for the adoption of amendments set forth in this Section are subject to the further requirements or restrictions set forth in the following Subsection (e) of this Section.
- (e) Amendments. No amendment to this Declaration shall be adopted which changes:
  - 1) The Percentage Interest with respect to any Dwelling Unit or the share of an Owner's liability for Common Expenses, or which relates to the termination of the legal status of the Regime for reasons other than the substantial destruction or condemnation of the property without the approval of sixty-seven percent (67%) of the Percentage Vote and the approval of the Mortgagees having mortgages on at least sixty-seven percent (67%) of the Dwelling Units in the Regime, except as otherwise provided in regard to annexation; or

- 2) The provisions of Section 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the approval of sixty-seven percent (67%) of the Percentage Vote and the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws; or

In the event that a proposed amendment is one permitted by this Section and one which is not of a Material Amendment, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed approved by each such Mortgagee which fails to submit a response to the notice of such proposed amendment within thirty (30) days of the date such notice is mailed, provided that such notice advises the mortgagees of the time limitations contained in this sentence.

- (f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association. All amendments shall be recorded in the Office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

**Section 25. Amendments for Mortgage Purchaser.** In the event that FNMA, FHLMC, FHA, VA, or other guarantor or purchaser of a mortgage of any property in this Regime should impose any requirements pertaining to the attributes of the Regime or the provisions of this Declaration or the By-Laws, for purposes of qualifying for or agreeing to the purchase or guaranty of any such mortgage, the Board of Directors may fully satisfy such requirements, and shall have the right to amend this Declaration in accordance therewith, without the approval or consent of any Owner or Mortgagee.

**Section 26. Reservation of Rights. Intentionally Omitted.**

**Section 27. Enforcement of Covenants and Restrictions.** The various covenants and restrictions applicable to the use and enjoyment of the Dwelling Units, as set forth in this Declaration, are for the mutual benefit and protection of the present and future Owners and shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by any Owner, the co-Owners, or the Board of Directors on behalf of the Association and their respective heirs, successors, and assigns. Available relief in any action brought to enforce this Declaration shall include damages and injunctive relief against any violation or attempted violation of these provisions, and the recovery of any damages, costs, and attorneys' fees incurred by any party successfully enforcing this Declaration against any other party, but there shall be no right of reversion or forfeiture of title resulting from any violation. In addition, the Board of Directors is hereby authorized, during the period of any default or delinquency, to take actions to enforce compliance with such provisions, rules, regulations or decisions, including, without limitation: (i) the revocation of the defaulting Owner's right to use General Common Areas designed for recreational purposes, and (ii) the suspension of a defaulting Owner's voting

privileges; provided, however, that no such enforcement action shall affect the rights of a Mortgagee hereunder.

**Section 28. Costs and Attorneys' Fees.** In a proceeding arising because of an alleged failure of an Owner to make any required payments or to comply with any provision of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such proceeding, if it is found or agreed in such proceeding that a failure to make payment as required hereby or a violation of this Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, did occur.

**Section 29. Acceptance and Ratification.** All present and future Owners, Mortgagees, tenants and occupants of the Dwelling Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Amendments, the Act, the By-Laws, and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the rules and regulations applicable thereto, as each may be amended from time to time.

**Section 30. Waiver.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Dwelling Unit. The Association does not waive the right to hold a lien on the Dwelling Unit and foreclose same by any failure to take action when any payment of any Assessment is not timely made when due by any Owner. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable for any damage of any kind to any Person for failure to abide by, enforce or carry out any of the provisions of this Declaration.

**Section 31. Construction and Severability.** This Declaration and the By-Laws are intended to comply with the provisions of the Act and shall be construed whenever possible to be consistent therewith. The invalidity of any covenant, restriction, condition, limitation, or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration or the attached By-Laws. The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the property and all parties

claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.

**Section 32. Floor Plans.** The Plans pertaining to the Real Estate, as described in Section 1(v) of this Declaration, are incorporated into this Declaration by reference, and have been recorded contemporaneously with the recording of this Declaration in the Office of the Recorder of Marion County, Indiana as Instrument No. 85-4673.

**Section 33. Notices.** Any notice required or permitted to be sent under this Declaration or the By-Laws shall be sufficient if delivered personally or sent by email or first-class U.S Mail, postage prepaid, to the address shown on the records of the Association.

**Section 34. Tamarack Condominium Recreational Corporation.** Each Owner shall, as an incident of the ownership of his Dwelling Unit be a Class B member of Tamarack Condominium Recreational Corporation ("Recreational Corporation"), an Indiana not-for-profit corporation organized for the purpose of owning and maintaining certain property contiguous to the Real Estate, which property is intended for the use and enjoyment of its members; provided, however, that at the option of each Owner, such Class B membership may be exchanged for a Class A membership. Class B members shall possess all of the same rights, duties, and obligations as Class A members, except that Class B members shall only be entitled to the use and enjoyment of the Nature Preserve (being that land described in the attached Exhibit C) and shall be obligated to pay a lesser periodic assessment to the Recreational Corporation than the Class A members, while Class A members shall be entitled to the use of the Nature preserve and all other lands and facilities owned by the Recreational Corporation. Class B membership may be converted to Class A members and Class A memberships may be converted to Class B memberships, but a change may be made no more than one (1) time every five (5) years. Upon the sale of a Dwelling Unit by an Owner, membership in the Recreational Corporation shall automatically transfer to the new owner at closing. In all matters upon which the members of the Recreational Corporation may be entitled to vote, each voting member of the Recreational Corporation shall be entitled to one (1) vote for each residential dwelling unit owned. All votes shall be held by either residential unit Owners of Tamarack I Condominium or fee simple title owner of a Dwelling Unit in the Regime, with each Owner thereof entitled to one (1) vote for each unit owned, or by the Declarant, who shall be entitled to one (1) vote for each of the units of Tamarack I Condominium which Declarant owns. As members of the Recreational Corporation, Owners will be entitled to such rights as the Articles of Incorporation and the By-Laws of the Recreational Corporation may specify, and shall be responsible for paying to the Recreational Corporation such assessments a may be made from time to time by the Board of Directors of the Recreational Corporation.

*Signatures on Next Page*

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day, month and year first above written.

SPRINGMILL LAKES AT TAMARACK  
CO-OWNERS ASSOCIATION, INC.

By *Jim Funk*  
Jim Funk, President

ATTEST:

*Grace Worley*  
Grace Worley, Secretary

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jim Funk and Grace Worley, the President and Secretary-Treasurer, respectively, of Springmill Lakes at Tamarack Co-Owners Association, Inc., each of whom acknowledged the execution of the above and foregoing Amended and Restated Declaration of Springmill Lakes At Tamarack Horizontal Property Regime for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 16<sup>th</sup> day of March, 2020.

My Commission Expires:  
10-13-25

*Karen L Pearson*  
Notary Public

My Commission No.:

705610  
My County of Residence:

Printed Name Karen L Pearson

Hamilton



**Non-Disclosure of Social Security Data**

**I, Jeffrey M. Bellamy, affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.**

By: /s/ Jeffrey M. Bellamy  
Jeffrey M. Bellamy, Esq.

This instrument prepared by and to be returned to: Jeffrey M. Bellamy, Thrasher, Buschmann & Voelkel, P.C., 151 North Delaware Street, Suite 1900, Indianapolis, Indiana 46204, Telephone (317) 686-4773.

130450 //sm

**EXHIBIT A**  
**REAL ESTATE**

Part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the said Northwest Quarter Section; thence South 89 degrees 43 minutes 20 seconds West along the south line of the said Northwest Quarter Section 661.45 feet to the Southwest corner of the East Half of the East Half of the said Northwest Quarter Section; thence North 00 degrees 11 minute 15 seconds East along the West line of the East Half of the East Half of the said Northwest Quarter Section 580.99 feet; thence North 99 degrees 18 minutes 37 seconds East 120.01 feet to the beginning point; thence North 44 degrees 48 minutes 45 seconds West 28.28 feet; thence North 00 degrees 11 minutes 15 seconds East, parallel with the said West line 65.59 feet; thence North 45 degrees 11 minutes 15 seconds East 28.28 feet to a curve having a radius of 365.00 feet, the radius point of which bears South 89 degrees 48 minutes 45 seconds East; thence Northerly along the said curve 230.12 feet to a point which bears North 53 degrees 41 minutes 23 seconds West from said radius point; thence North 36 degrees 18 minutes 37 seconds East 69.13 feet; thence South 49 degrees 30 minutes 00 seconds East 141.18 feet; thence North 41 degrees 19 minutes 00 seconds East 192.00 feet; thence South 51 degrees 35 minutes 00 seconds East 136.48 feet to a curve having a radius of 438.00 feet, the radius point of which bears North 61 degrees 55 minutes 04 seconds West; thence Southerly along the said curve 49.06 feet to a point which bears South 55 degrees 30 minutes 00 seconds East from said radius point; thence South 34 degrees 30 minutes 00 seconds West 50.00 feet to a curve having a radius of 113.00 feet, the radius point of which bears North 55 degrees 30 minutes 00 seconds West; thence Southerly, Westerly and Northwesterly along the said curve 189.33 feet to a point which bears South 40 degrees 30 minutes 00 seconds West from said radius point; thence North 49 degrees 30 minutes 00 seconds West 127.49 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 40 degrees 30 minutes 00 seconds West; thence Northwesterly, westerly and Southerly along the said curve 32.88 feet to a point which bears North 53 degrees 41 minutes 23 seconds West from said radius point; thence South 36 degrees 18 minutes 37 seconds West 19.5 feet to a curve having a radius of 335.00 feet, the radius point of which bears South 53 degrees 41 minutes 23 seconds East; thence Southerly along the said curve 211.21 feet to a point which bears North 89 degrees 40 minutes 45 seconds West from said radius point; thence South 44 degrees 48 minutes 45 seconds West from said radius point; thence South 44 degrees 48 minutes 45 seconds East 28.28 feet; thence South 00 degrees 11 minutes 15 seconds West, parallel with the said West line, 65.13 feet; thence South 45 degrees 18 minutes 37 seconds West 30.00 feet to the beginning point, containing 1.109 acres.

Together with an ingress/egress easement over the following parcel, to-wit:

Part of the Northeast Quarter of Section 155, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the south line of the said Northwest Quarter Section South 89 degrees 43 minutes 20 seconds West (Assumed Bearing) 511.45 feet from the Southeast corner of the said

Northwest Quarter Section; thence South 89 degree 4 minutes 20 seconds West along the said South line 30.00 feet; thence North 00 degrees 11 minutes 15 seconds East, parallel with the West line of the East Half of the East Half of the said Northwest Quarter Section, 581.86 feet; thence North 89 degrees 18 minutes 37 seconds East 30.00 feet; thence South 00 degrees 11 minutes 15 seconds West, parallel with the said West line, 582.07 feet to the Point of Beginning, containing 0.401 acres, more or less.

**EXHIBIT B**  
**ADJACENT REAL ESTATE**

Part of the Northeast Quarter and part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the said Northwest Quarter Section; thence South 89 degrees 41 minutes 18 seconds West (assume bearing) along the North line of the said Northwest Quarter Section 60.00 feet to the Northwest corner of a tract of ground conveyed to George M. Poole by Warranty Deed recorded as Instrument #66-22476 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 13 minutes 46 seconds West, parallel with the East line of said Northwest Quarter Section 23.79 feet to the point of beginning; thence South 00 degrees 13 minutes 46 seconds West parallel with the East line of said Northwest Quarter Section 71.21 feet to the Southwest corner of said Poole tract; thence South 19 degrees 48 minutes 21 seconds East 116.75 feet; thence South 00 degrees 13 minutes 46 seconds West parallel with the East line of said Northwest Quarter Section 664.78 feet; thence South 22 degrees 12 minutes 48 seconds East 91.68 feet; thence South 00 degrees 13 minutes 46 seconds West parallel with the West line of said Northeast Quarter Section 176.03 feet; thence North 89 degrees 47 minutes 52 seconds West parallel with the West line of said Northeast Quarter Section 310.54 feet to a point on the South line of tract of ground conveyed to George M. Poole by Warranty Deed recorded in Deed Record 1822, page 174 in the Office of the Recorder of Marion County, Indiana; thence North 89 degrees 47 minutes 52 seconds East parallel with the North line of said Northeast Quarter Section and along the South line of said tract of grounds 125.00 feet; thence South 28 degrees 07 minutes 34 seconds West 544.96 feet; thence South 02 degrees 00 minutes 00 seconds East 161.30 feet; thence South 89 degrees 18 minutes 37 seconds West 668.23 feet to the West line of the East half of the East Half of said Northwest Quarter Section; thence North 00 degrees 11 minutes 15 seconds East long the West line of the East Half of the East Half of said Northwest Quarter Section 1679.47 feet; thence North 57 degrees 23 minutes 27 seconds East 717.78 feet to the place of beginning, containing 30.585 acres, more or less.

ALSO:

Part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the North line of the said Northwest Quarter Section South 89 degrees 41 minutes 18 seconds West (assumed bearing) 60.00 feet from the Northeast corner of said Northwest Quarter Section, said point being the Northwest corner of tract of ground conveyed to George M. Poole by Warranty Deed recorded as Instrument # 66-22476 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 13 minutes 46 seconds West parallel with the East line of said Northwest Quarter Section 23.79 feet; thence South 57 degrees 23 minutes 27 seconds West 717.78 feet to the West line of the East Half of the East Half of said Northwest Quarter Section; thence North 00 degrees 11 minutes 15 seconds East along the West line of the East Half of the East Half of said Northwest Quarter Section 327.33 feet to the south

right-of-way line for West 96<sup>th</sup> Street per Indiana State Highway Plans for Project I-465 4(94)130, Sheet 226, (The next five (5) described courses being continuous and contiguous with said South right-of-way line); thence North 00 degrees 18 minutes 42 seconds West 40.00 feet; thence North 89 degrees 41 minutes 18 seconds East parallel with the North line of said Northwest Quarter Section 70.00 feet; thence North 87 degrees 24 minutes 22 seconds East 251.00 feet; thence North 70 degrees 37 minutes 21 seconds East 52.06 feet; thence North 00 degrees 18 minutes 42 seconds West 13.00 feet to the North line of said Northwest Quarter Section; thence North 89 degrees 41 minutes 8 seconds East along said North line 6692 feet to the Place of Beginning, containing 2.389 acres, more or less.

**EXCEPTING THEREFROM:**

Part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the said Northwest Quarter Section; thence South 89 degrees 43 minutes 20 seconds West along the South line of the said Northwest Quarter Section 661.45 feet to the Southwest corner of the East Half of the East Half of the said Northwest Quarter Section; thence North 00 degrees 11 minutes 15 seconds East along the West line of the East Half of the East Half of the said Northwest Quarter Section 580.99 feet; thence North 89 degrees 18 minutes 37 seconds East 120.01 feet to the beginning point; thence North 44 degrees 48 minutes 45 seconds West 28.28 feet; thence North 00 degrees 11 minutes 15 seconds East, parallel with the said West line 65.59 feet; thence North 45 degrees 11 minutes 15 seconds East 28.28 feet to a curve having a radius of 365.00 feet, the radius point of which bears South 89 degrees 48 minutes 45 seconds East; thence Northerly along the said curve 230.12 feet to a point which bears North 53 degrees 41 minute 23 seconds West from said radius point; thence North 36 degrees 8 minute 37 seconds East 69.13 feet; thence South 49 degrees 30 minutes 00 seconds East 141.18 feet; thence North 41 degrees 19 minutes 00 seconds East 192.00 feet; thence South 51 degrees 35 minutes 00 seconds East 136.48 feet to a curve having a radius of 438.00 feet, the radius point of which bears North 61 degrees 55 minutes 04 seconds West; thence Southerly along said curve 49.06 feet to a point which bears South 55 degrees 30 minutes 00 seconds East from said radius point; thence South 34 degrees 30 minutes 00 seconds West 50.00 feet to a curve having a radius of 113.00 feet, the radius point of which bears North 55 degrees 30 minutes 00 seconds West; thence Southerly, Westerly and Northwesterly along the said curve 189.33 feet to a point which bears South 40 degrees 30 minutes 00 seconds West from said radius point; thence North 49 degrees 30 minutes 00 seconds West 127.49 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 40 degrees 30 minutes 00 seconds West; thence Northwesterly, Westerly and Southerly along the said curve 32.88 feet to a point which bears North 53 degrees 41 minutes 23 seconds West from said radius point; thence South 36 degrees 18 minutes 37 seconds West 19.355 feet to a curve having a radius of 335.00 feet, the radius point of which bears South 53 degrees 41 minutes 23 seconds East; thence Southerly along the said curve 211.21 feet to a point which bears North 89 degrees 48 minutes 45 seconds West from said radius point; thence South 44 degrees 48 minutes 45 seconds East 28.28 feet; thence South 00 degrees 11 minutes 15 seconds West, parallel with the said West line 65.13 feet; thence South 45 degrees 11 minutes 15 seconds West 28.28 feet; thence South 89 degrees 18 minutes 37 seconds West, 30.00 feet to the Beginning Point, containing 1.109 acres.

**EXHIBIT C**  
**NATURE PRESERVE REAL ESTATE**

Part of the Northeast Quarter and part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Beginning at the Southeast corner of the said Northwest Quarter Section; thence South 89 degrees 43 minutes 20 seconds West along the South line of the said Northwest Quarter Section 180.00 feet; thence North 29 degrees 30 minutes 00 seconds East 400.00 feet; thence North 02 degrees 00 minutes 00 seconds West 400.00 feet; thence North 28 degrees 07 minutes 34 seconds East 544.96 feet to the South line of a tract of ground conveyed to Alex L. Taggart III and John K. Taggart by Warranty Deed recorded as Instrument Numbered 80338 in the Office of the Recorder of Marion County, Indiana; thence North 89 degrees 47 minutes 52 seconds East parallel with the North line of said Northeast Quarter Section, along the South line of said tract of ground conveyed to Alex L. Taggart III and Joan K. Taggart 823.42 feet to a point 1588.56 feet West of the East line of said Northeast Quarter Section; thence South 01 degrees 01 minutes 11 seconds West 43 feet by deed and 60.45 feet by measurement to a Westerly corner of a tract of ground conveyed to Donald ., DeCoursey and Sue V. DeCoursey by Warranty Deed recorded as Instrument #19854 in the Office of the Recorder of Marion County, Indiana; thence South 41 degrees 42 minutes 53 seconds West along the West line of said DeCoursey Tract and along the West line of a tract of ground conveyed to George A., Kuhn Jr. and Mildred M. Kuhn by Warranty Deed recorded as Instrument #52899 in the Office of the Recorder of Marion County, Indiana 670.79 feet; thence South 00 degrees 34 minutes 47 seconds East 25.99 feet to the Northwest corner of Spring Hollow, a subdivision in Marion County, Indiana, the plat of which is recorded in Plat Book 28, page 357, in the office of the Recorder of Marion County, Indiana, (the next three (3) described courses being continuous and contiguous with the West line of said Spring Hollow Subdivision); thence South 39 degrees 43 minutes 00 seconds West 107.00 feet; thence South 89 degrees 46 minutes 00 seconds West 39.00 feet; thence South 18 degrees 40 minutes 44 seconds West 517.94 feet by plat and 516.78 feet by measurement to a point 363.00 feet East of the West line of said Northeast Quarter Section (said point also being the Northeast corner of tract of ground conveyed to the City of Indianapolis (Department of Transportation) by Warranty Deed recorded as Instrument #74-63720 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 47 minutes 08 seconds West parallel with the South line of said Northeast Quarter Section and along the North line of said D.O.T. tract 36.00 feet to the East line of the Northwest Quarter of said section; thence South 00 degrees 13 minute 46 seconds West along said East line 70.00 feet to the place of beginning, containing 16.978 acres, more or less.

**AMENDED AND RESTATED CODE OF BY-LAWS**

---

**SPRINGMILL LAKES AT TARARACK**

**HORIZONTAL PROPERTY REGIME**

**AMENDED AND RESTATED CODE OF BY-LAWS OF  
SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC.  
A NOT-FOR-PROFIT INDIANA CORPORATION**

**ARTICLE I**

**Identification and Applicability**

**Section 1.01. Identification and Adoption.** These By-laws are adopted simultaneously with the execution of a certain Declaration of Springmill Lakes At Tamarack Horizontal Property Regime (hereinafter referred to as the "Declaration"), to which these By-Laws are attached and of which they are made a part. The Declaration is incorporated herein by reference and all of the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meanings in these By-Laws, and reference is hereby made to the definitions in Section 1 of the Declaration. The provisions of these By-Laws shall apply to the Property and to the administration and conduct of the affairs of the Association.

**Section 1.02. Individual Application.** All of the Owners, their guests and invitees, or any other person who might now or hereafter use or occupy a Dwelling Unit or any part of the Property shall be subject to the rules restrictions, terms and conditions set forth in the Declaration, these By-Laws, and the Act, as the same may be amended from time to time.

**ARTICLE II**

**Meetings of Association**

**Section 2.01. Purpose of Meetings.** At least annually and at such other times as may be necessary or appropriate, a meeting of the Co-owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws, or the Act.

**Section 2.02. Annual Meetings.** Annual meetings shall be held on any date selected by the Board of Directors. At each annual meeting, the Co-owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

**Section 2.03. Special Meetings.** A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Co-owners

who have not less than ten percent (10%) of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

**Section 2.04. Notice and Place of Meetings.** All meetings of the members of the Association shall be held at such location within the State of Indiana as may be designated by the Board of Directors. Written notice stating the date, time, place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Co-owner and, if applicable, to any Mortgagee not less than fourteen (14) days prior to the date of such meeting. If at any meeting an amendment to the Declaration or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. The notice shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Co-owners at their respective addresses as the same shall appear upon the records of the Association. Notice may also be provided by emailing the notice to an email address on file with the Association. Emails notice will be considered the preferred method of notice, unless the Member does not provide an email address or unless the Member requests in writing that notice be sent by United States Mail. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

**Section 2.05. Voting.**

- (a) **Number of Votes.** To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Owner is entitled multiplied by the number of Dwelling Units then in the Regime. There are one hundred and six (106) Dwelling Units in the Regime. Thus, an Owner has a 1/106 percentage interest and vote.
- (b) **Multiple Owners.** When the Owner of a Dwelling Unit constitutes more than one person or entity, or is a partnership, only one voting representative shall be entitled to cast the Percentage Vote allocable to that Dwelling Unit. A Co-Owner present at a meeting may exercise the vote, or if no Co-owner is present at a meeting, not more than one Co-owner may execute a proxy to vote the Percentage vote allocable to that Dwelling Unit.
- (c) **Voting by Corporation or Trust.** Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

- (d) **Proxy.** An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to an officer of the Association prior to the commencement of the meeting.
- (e) **Quorum.** Except where otherwise expressly provided in the Declaration, these By-Laws, or the Act, the presence of thirty-six (36) Owners or their duly authorized representatives shall constitute a quorum at all meetings. The terms “majority of Owners” and “majority of the vote”, as used in these By-Laws, shall mean, unless otherwise expressly indicated, not less than fifty-four (54) Owners or their duly authorized representatives representing fifty-four (54) Dwelling Units and shall not mean a majority of the persons or vote present or represented at such meeting.
- (f) **Conduct of Meeting.** The Chair of the meeting shall be the President of the Association. The Chair shall call the meeting to order at the duly designated time, and business will be conducted in the following order:
- 1) **Reading of Minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
  - 2) **Treasurer’s Report.** The Treasurer shall report to the Co-owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.
  - 3) **Budget.** The proposed budget for the next calendar year shall be presented to the Co-owners for approval or amendment.
  - 4) **Election of Board of Directors.** Nominations for the Board of Directors may be made by an Owner from those persons eligible to serve on the Board. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Nominations may be made at the meeting by an Owner from those persons eligible to serve on the Board only if there are not sufficient candidates to fill the vacant positions from properly submitted written nominations. Each Owner may cast his Percentage Vote for each of as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.
  - 5) **Other Business.** Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.

- 6) **Committee Reports.** Report of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Directors shall be presented.
- 7) **Adjournment.** Upon completion of all business before the Association, the President, upon the motion of any Owner, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Co-owners for the upcoming year.

### **ARTICLE III**

#### **Board of Directors**

**Section 3.01. Board of Directors.** The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The Board of Directors shall be composed of nine (9) persons. The number of Directors shall be increased in accordance with this Section 3.01 only if the increase is properly brought before the Association at an annual meeting or special meeting called for such purpose and approved by a majority of the Percentage Vote. No person shall be eligible to serve as a Director unless the person is an Owner.

**Section 3.02. Additional Qualifications.** Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then the person entitled to cast the Percentage Vote on behalf of such multiple Owner shall be eligible to serve on the Board of Directors.

**Section 3.03. Term of Office and Vacancy.** The Directors shall serve staggered three (3) year terms so that three (3) Directors shall be elected at each annual meeting of the Association. No Director shall serve more than two (2) consecutive terms except in cases where such Director is elected or appointed to serve a remaining term created by a vacancy on the Board. In that case, such Director may serve the unexpired term and still be eligible serve two regular three (3) year terms. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Co-owners if a Director is removed in accordance with Section 3.04 of this Article III.

**Section 3.04. Removal of Directors.** A Director or Directors may be removed with or without cause by a majority of the vote at a special meeting of the Co-owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director selected shall serve until the next annual meeting of the Co-owners or until his successor is duly elected and qualified.

**Section 3.05. Duties of the Board of Directors.** The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

- (a) Repair and replacement of the Common Areas and Limited Areas;

- (b) Procuring of utilities, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;
- (d) Surfacing, paving, and maintaining streets, parking areas, driveways, and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection from the Owners of each Owner's pro-rata share of the Common Expenses;
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Co-owners a full accounting of all receipts and expenses incurred during the prior year, which accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the next year;
- (h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours.
- (i) Procuring and maintaining in force all insurance coverage required by the Declaration to be maintained for the whole Regime as specified by Section 17 of the Declaration.

**Section 3.06. Powers of the Board of Directors.** The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) To employ a professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) To purchase for the benefit of the Co-owners such equipment, materials, labor, and services as may be necessary or desirable in the judgment of the Board of Directors'
- (c) To procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof, to procure public liability and property damage insurance and Workman's Compensation insurance, if necessary, and to procure all such other insurance

as is required or permitted under the Declaration, for the benefit of the Owners and the Association;

- (d) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association.
- (e) To include the costs of all of the above and foregoing as Common expenses and to pay all of such costs therefrom;
- (f) To open and maintain a bank account or accounts in the name of the Association; and
- (g) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property; provided that the Board shall give written notice to the Co-owners of such rules and any revision, amendment, or alteration thereof.

**Section 3.07. Limitations on Board Action.** The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00) unless the prior approval of a majority of Owners is obtained, except in the following cases:

- (a) Supervision and management of the replacement or restoration of any portion of the Common Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received;
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Co-owners at the annual meeting; and,
- (c) Expenditures necessary to deal with emergency conditions in which the Board reasonably believes there is insufficient time to call a meeting of the Owners.

**Section 3.08. Compensation.** No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

**Section 3.09. Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. A special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the secretary, who shall either personally or by mail or by electronic transmission and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and shall be designated in the notice.

**Section 3.10. Waiver of Notice.** Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 3.11. Electronic Voting/Actions.** In cases where board action is required during the interim between regularly scheduled meetings and in lieu of a special meeting, the Board may consider and take action using electronic communication to consider and vote. However, when such actions are taken using electronic communication, this must be memorialized at the next meeting of the board and included in the minutes of such meeting.

## ARTICLE IV

### OFFICERS

**Section 4.01. Officers of the Association.** The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other offices as in their judgment may be necessary. Any two or more officers may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

**Section 4.02. Election of Officers.** The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each election thereof. Upon recommendation of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

**Section 4.03. The President.** The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Co-owners as he may deem necessary to assist in the affairs of the association and to perform such other duties as the Board may from time to time prescribe.

**Section 4.04. The Vice-President.** The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall from time to time, be imposed upon the Vice-President by the Board or by the President.

**Section 4.05. The Secretary.** The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all

other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

**Section 4.06. The Treasurer.** The Treasurer shall be elected from among the Directors. The Treasurer shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association.

**Section 4.07. Assistant Officers.** The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

## ARTICLE V

### Additional Rights and Duties of Board

**Section 5.01. Right of Entry.** An Owner or occupant of a Dwelling Unit shall be deemed to have granted the right of entry to his Dwelling Unit to the Board, the Managing Agent, or any person authorized by the Board in case of any emergency, in order to remedy any circumstance threatening his Dwelling Unit, the Building in which it is located, or any person, whether the Owner is present at the time or not. Any Owner shall permit persons authorized by the Board to perform any work, when required, to enter his Dwelling Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical facilities or equipment, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

**Section 5.02. Right of Board to Adopt Rules and Regulations.** The Board may promulgate such reasonable rules and regulations regarding the appearance and operation of the Property as the Board may deem desirable, including but not limited to the use of the General Common Areas and Limited Areas. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

## ARTICLE VI

### Procedures for Assessments

**Section 6.01. Annual Accounting.** Annually, and within ninety (90) days after the close of each calendar year, the Board of Directors shall cause to be prepared and furnished to each Owner a financial statement reviewed by an independent Certified Public Accountant, which statement shall show all receipts and expenses received, incurred, and paid by the Association during the preceding calendar year.

**Section 6.02. Proposed Annual Budget.** Annually, on or before the date for notice of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The proposed annual budget shall be submitted to the Co-owners at the annual meeting of the Association for adoption, and if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Co-owners, the proposed annual budget may be approved in whole or in part, or may be amended in whole or in part, by a majority of the vote present or represented at the meeting (provided a quorum is present); provided, however, that in no event shall the annual meeting of the Co-owners be adjourned until an annual budget is approved at such meeting.

**Section 6.03. Regular Assessments.** The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Dwelling Unit based on the Percentage Interest of each Dwelling Unit times the total amount of said budget (herein called the "Regular Assessment"). The Regular Assessment against such Unit shall be paid in twelve (12) equal monthly installments, commencing on the date as determined by the Board of Directors. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, that any Owner may elect to pay monthly Assessments in advance. The Regular Assessment for each year shall become a lien on each separate Dwelling Unit as of the date of the adoption of the annual budget. Each Dwelling Unit Owner shall pay to the Association a Regular Assessment based on the Percentage interest for each Dwelling Unit owned. The total of all such Regular Assessments shall be applied to the payment of the regular Common Expenses provided for in the annual budget, including expenses for maintenance and repair of the Common Areas, necessary insurance costs, reserve funds for replacements and maintenance, costs of operation of the community activities and facilities of the Association, and for any other necessary or appropriate expenses for maintenance and operation of the Regime.

**Section 6.04. Special Assessments.** In addition to the Regular Assessments authorized above, the Association may levy such special assessments as may be necessary for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies or events not provided for in the annual budget or the reserves of the Association; provided that no special assessments shall be levied without the assent of a majority of the Percentage Vote at a meeting duly called for this purpose. Each

Owner shall pay to the Association a special assessment based on his Percentage Interest times the total sum approved to meet the costs and expenses as heretofore provided (herein called the "Special Assessment"). The Association may, in connection with the levy of any Special Assessment, specify that the same shall be payable in installments and specify the due dates thereof.

**Section 6.05. Adjustments.** In the event that the approved budget and Regular Assessments plus the reserves and of the Association provide insufficient resources to meet the Association's actual expenses in any year, such deficiencies may be corrected through one or more Special Assessments. In the event the approved and Regular Assessments exceed actual expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s) or returned to the Co-owners in proportion to their Percentage interest, as the Board of Directors shall elect.

**Section 6.06. Temporary Budget and Assessments.** If for any reason an annual budget and the annual Assessments for any year have not been determined as of the beginning of such year, the budget and Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and annual Assessments are determined in accordance with the Declaration and these By-Laws; provided, however, that said preceding budget and Assessments may be increased by up to fifteen percent (15%) as the Board of Directors may deem necessary in said temporary budget and Assessments.

**Section 6.07. Reserve Fund.** The Association shall be obligated to establish a reserve fund for the repair and replacement of those Common Areas that must be replaced periodically, based upon good faith estimates of the useful lives and replacement costs of such Common Areas made or obtained by the Association. The reserve fund shall be funded through the payments by the Owners of Common Expenses and not by an extraordinary or Special Assessment. Extraordinary expenditures not originally included in the annual budget that become necessary during the year shall be charged first against the reserve fund so established before any Special Assessment is made or levied therefor. All amounts held by the Association pursuant to this Section 6.07 shall be maintained in a federally-insured, interest-bearing account in a bank or savings and loan association doing business in Indiana, and all interest thereon shall be added to and deemed a part of such fund.

**Section 6.08. Status of Funds Collected by Association.** All funds collected pursuant to this Article VI shall be held and expended by the Association solely for the purposes designated herein, and, except for any Special Assessments that may be levied hereunder against less than all of the Owners, and except for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit, and account of all of the Owners for the payment of Common Expenses in accordance with the Owners' respective Percentage Interests.

**Section 6.09. Resale Fee.** On the terms and conditions which follow, a Resale Fee shall be due and owing:

- (a) Authority. As an additional funding source, and in addition to any administrative or transfer fee collected to cover the administrative costs of membership transfer, the

association shall collect a Resale Fee upon each transfer of title to a Dwelling Unit, other than exempt transfers as set forth herein. The Resale Fee shall be charged to the grantor of the Dwelling Unit, shall be payable by grantor or grantee as their contract provides to the association at the closing of the transfer, and shall be secured by the Association's lien for Assessments. Each Owner transferring a Dwelling Unit shall notify the Association's Secretary or designee at least seven (7) days prior to the scheduled closing. Such notice shall include the name of the buyer, the date of title transfer, and other information the Association may reasonably require.

(b) Fee Limit. The Resale Fee shall be in an amount determined by the Board of Directors but may not exceed 1/3 of one percent (1/3%) of the Gross Selling Price of the dwelling Unit, with all improvements, upgrades and premiums included, and shall be due upon transfer of title to the Dwelling Unit. For purposes hereof, the "Gross Selling Price" shall be the total cost to the purchaser of the Dwelling Unit.

(c) Purpose. Resale Fees shall be used for any purposes which the Association Board deems beneficial to meet the general operating needs of the Association. By way of example, and not limitation, Resale Fees may be used to assist the Association in funding operating and maintenance costs for recreational facilities, common areas, open space preservation, and all other funding needs for operating the Association. Resale Fees shall be non-refundable and shall not be considered an advance payment of any Charge or Assessment.

(d) Exempt Transfers. Notwithstanding the foregoing, no Resale Fee shall be levied upon transfer of title to a Dwelling Unit:

- (1) By a co-owner to any Person who was a co-owner immediately prior to such transfer;
- (2) To the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;
- (3) To an entity wholly owned by the grantor or to a family trust created by the grantor for the direct benefit of the grantor and his or her spouse and/or heirs at law; provided, upon any subsequent transfer or an ownership interest in such entity, the Resale Fee shall become due; or,
- (4) To an institutional lender as security for the performance of an obligation pursuant to a Mortgage.

## ARTICLE VII

### Amendment to By-laws

These By-Laws may be amended by a majority of the Percentage Vote of the Co-owners in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration, the Act, or these By-Laws, as the same may be amended from time to time.

## ARTICLE VIII

### Notices and Mortgagees

**Section 8.01. Notice to Association.** Any Owner who places a first mortgage lien upon his Dwelling Unit or the Mortgagee thereof shall notify the Secretary of the Association and provide the name and address of the mortgagee. A record of such Mortgagee and notice required to be given to the mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote by virtue of the Declaration or By-laws or proxy granted to such Mortgagee in connection with the mortgage.

**Section 8.02. Notice of Assessments.** Upon five (5) days written notice to the Association and the payment of a reasonable fee, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Dwelling Unit, a written statement setting forth the amount of all unpaid Assessments, if any, with respect to the subject Dwelling Unit, together with the amount of the current assessments for Common Expenses and the date(s) such assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith.

**Section 8.03. Financial Statements.** The Association, upon the request of any Mortgagee, shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association pursuant to Section 6.01 of these By-Laws.

**Section 8.04. Notices to Mortgagees.** The Association shall promptly provide to any Mortgagee of whom the Association has been provided notice under Section 8.01 of these By-Laws of any of the following:

- (a) any condemnation or casualty loss that affects either a material portion of the Regime or the Dwelling Unit securing its mortgage;
- (b) Any delinquency in the payment of Regular or Special Assessments owed by the Owner of any Dwelling Unit on which said holder, insurer, or guarantor holds a mortgage, if said delinquency continues for more than sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and,
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

## Contents

ARTICLE I .....	1
Identification and Applicability .....	1
Section 1.01. Identification and Adoption.....	1
Section 1.02. Individual Application.....	1
ARTICLE II.....	1
Meetings of Association .....	1
Section 2.01. Purpose of Meetings .....	1
Section 2.02. Annual Meetings .....	1
Section 2.03. Special Meetings. ....	1
Section 2.04. Notice and Place of Meetings.....	2
Section 2.05. Voting .....	2
(a) Number of Votes .....	2
(b) Multiple Owners.....	2
(c) Voting by Corporation or Trust.....	2
(d) Proxy.....	3
(e) Quorum.....	3
(f) Conduct of Meeting.....	3
ARTICLE III.....	4
Board of Directors .....	4
Section 3.01. Board of Directors .....	4
Section 3.02. Additional Qualifications .....	4
Section 3.03. Term of Office and Vacancy .....	4
Section 3.04. Removal of Directors. ....	4
Section 3.05. Duties of the Board of Directors. ....	4
Section 3.06. Powers of the Board of Directors .....	5
Section 3.07. Limitations on Board Action .....	6
Section 3.08. Compensation.....	6
Section 3.09. Meetings. ....	6

Section 3.10. Waiver of Notice .....	7
Section 3.11. Electronic Voting/Actions.....	7
ARTICLE IV .....	7
OFFICERS.....	7
Section 4.01. Officers of the Association.....	7
Section 4.02. Election of Officers. ....	7
Section 4.03. The President. ....	7
Section 4.04. The Vice-President. ....	7
Section 4.05. The Secretary.....	7
Section 4.06. The Treasurer.....	8
Section 4.07. Assistant Officers. ....	8
ARTICLE V.....	8
Additional Rights and Duties of Board.....	8
Section 5.01. Right of Entry.....	8
Section 5.02. Right of Board to Adopt Rules and Regulations. ....	8
ARTICLE VI .....	9
Procedures for Assessments.....	9
Section 6.01. Annual Accounting.....	9
Section 6.02. Proposed Annual Budget.....	9
Section 6.03. Regular Assessments.....	9
Section 6.04. Special Assessments. ....	9
Section 6.05. Adjustments. ....	10
Section 6.06. Temporary Budget and Assessments.....	10
Section 6.07. Reserve Fund. ....	10
Section 6.08. Status of Funds Collected by Association. ....	10
Section 6.09. Resale Fee.....	10
ARTICLE VII.....	11
Amendment to By-laws .....	11
ARTICLE VIII.....	12

Notices and Mortgagees..... 12  
Section 8.01. Notice to Association. .... 12  
Section 8.02. Notice of Assessments..... 12  
Section 8.03. Financial Statements..... 12  
Section 8.04. Notices to Mortgagees..... 12

**A202200010904**

**01/24/2022 07:10 AM**  
**KATHERINE SWEENEY BELL**  
**MARION COUNTY IN RECORDER**  
**FEE: \$ 35.00**  
**PAGES: 3**  
**By: ER**

**Cross-Reference:**

**Amended and Restated Declaration Springmill Lake at Tamarack HPR; Inst. No. 20200037442**

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION**  
**SPRINGMILL LAKE AT TAMARACK HORIZONTAL PROPERTY REGIME**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION SPRINGMILL LAKE AT TAMARACK HORIZONTAL PROPERTY REGIME ("Amendment") is made this 21<sup>st</sup> day of January 2022 by SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation, witnesses as follows:

WHEREAS the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime was recorded in the Office of the Recorder of Marion County, Indiana on April 13, 2020 as Instrument No. 20200037442 ("Declaration"); and,

WHEREAS the Declaration permits the amendment of the Declaration as presented here by the affirmative vote of a majority of the Percentage Vote, as defined in the Declaration; and,

WHEREAS the Board of Directors of Springmill Lakes at Tamarack Co-Owners Association, Inc., has reviewed and affirmed that this First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime has been approved by a majority of the Percentage Interest of voters of the Association;

NOW THEREFORE, pursuant to the foregoing, the Declaration is hereby amended to include the following paragraph(s). Any portion of the Declaration not specifically amended here remains valid and enforceable:

**Section 34. Tamarack Condominium Recreational Corporation**

The terms and provisions of Section 34. Tamarack Recreational Corporation are deleted and replaced with the following approved paragraph.

**Section 34. Tamarack Recreational Corporation.** Each Owner of Tamarack, as an incident of the ownership of a Dwelling Unit, shall be a member and have access to the property (Exhibit "C" of the Declaration) of the Tamarack Recreational Corporation ("Recreational Corporation"), an Indiana not-for-profit corporation organized for the purpose of owning and maintaining certain property contiguous to the Real Estate, and any such other property acquired by the Recreational Corporation, which property is intended for the use and enjoyment of the Owners /members. Owners/members within the Tamarack Horizontal Property Regime will be entitled to such rights as the Articles of Incorporation and the By-Laws of the Recreational

Corporation may specify, and shall be responsible for paying, as part of the monthly dues to the Tamarack Horizontal Property Regime, contribution amounts for the support and maintenance of the Recreational Corporation as proposed by the Tamarack Horizontal Property Regime Board of Directors and presented to the owners in the annual budget process as set forth in the By-Laws of the Tamarack Horizontal Property Regime. The Owners/members delegate to the Tamarack Horizontal Property Regime Board the authority to approve the four (4) directors as provided for in the Tamarack Recreational Corporation By-Laws.

**Acknowledgment of Compliance**

The undersigned officers of Springmill Lakes at Tamarack Co-Owners Association, Inc., hereby certify that the affirmative votes of a majority of the Percentage Interest have voted to approve this amendment and they further certify that all other conditions precedent to the First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime have been satisfied.

Executed this 21<sup>st</sup> day of January, 2022.

SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC.,

By: James W. Funk Jr.  
James W. Funk Jr, President

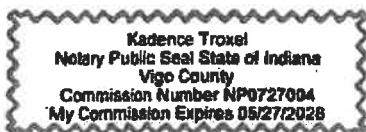
Attest:

By: Martha Lamkin  
Martha Lamkin, Secretary

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally James W. Funk Jr, President of Springmill Lakes at Tamarack Co-Owners Association, Inc. and Martha Lamkin, Secretary of Springmill Lakes at Tamarack Co-Owners Association, Inc., who acknowledged the execution of the foregoing First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime.

WITNESS my hand and notarial seal this 21<sup>st</sup> day of January, 2022.



My Commission expires:

5 12 7 12028

Katherine Troxel  
Notary Public

Katherine Troxel  
Printed

Residing in Vigo County, Indiana

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

Jeffrey M. Bellamy  
Jeffrey M. Bellamy

This Instrument Prepared By: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

Return Document To: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

**A202400084191**

**10/15/2024 07:08 AM**

**FAITH KIMBROUGH  
MARION COUNTY IN RECORDER**

**FEE: \$ 35.00**

**PAGES: 4**

**By: ER**

**Cross-Reference:**

**Inst. No. 20200037442**

**Inst. No. 202200010904**

**Inst. No. 202400039194**

---

**SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION  
SPRINGMILL LAKE AT TAMARACK HORIZONTAL PROPERTY REGIME**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION SPRINGMILL LAKE AT TAMARACK HORIZONTAL PROPERTY REGIME ("Amendment") is made this 8<sup>th</sup> day of October, 2024 by SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation, witnesses as follows:

WHEREAS the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime was recorded in the Office of the Recorder of Marion County, Indiana on April 13, 2020 as **Instrument No. 20200037442** ("Declaration"); and,

WHEREAS, the First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime was recorded in the Office of the Recorder of Marion County, Indiana on January 24, 2022 at Instrument No. 202200010904 ("First Amendment"); and,

WHEREAS the Declaration permits the amendment of the Declaration as presented here by the affirmative vote of a majority of the Percentage Vote, as defined in the Declaration; and,

WHEREAS the Board of Directors of Springmill Lakes at Tamarack Co-Owners Association, Inc., has reviewed and affirmed that this First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime has been approved by a majority of the Percentage Interest of voters of the Association;

NOW THEREFORE, pursuant to the foregoing, the Declaration is hereby amended to include the following paragraph(s). Any portion of the Declaration not specifically amended here remains valid and enforceable:

Except as modified here, the following paragraph shall replace Section 17. Insurance (A) and (C), respectively, in the Declaration.

**Section 17. Insurance.**

A. The Co-Owners, through the Association, shall purchase a master casualty insurance policy issued in the name of the Association for the use and benefit of the Owners

providing fire and extended coverage insurance insuring the Property in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Common Areas and Limited Areas and related facilities as defined in Sections 3, 4 5 and 13 (A), subject to exceptions identified herein. Certificates of insurance shall be issued to each Condominium Unit Owner and each Mortgagee that has previously requested to receive notices from the Association upon written request. Any policy obtained by the Association must provide that it may not be cancelled or substantially modified without providing at least thirty (30) days' prior written notice to the Association and to each Mortgagee listed as a Mortgagee in the policies that has requested in writing to receive such notification. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. The Board of Directors may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner upon the following terms and conditions identified herein.

All proceeds payable because of casualty losses sustained which are covered by insurance purchased by the Association shall be paid to it, and the Board of Directors shall act as the insurance trustees and hold such proceeds for the benefit of the insured parties. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is a damage to a part or all of the Property resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount to be determined by a majority of the Owners but not to exceed 125% of the loss, before the Board of Directors shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or disbursed by the Association or Board of Directors, as appropriate, only in accordance with the provisions of this Declaration. The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy.

Such master casualty insurance policy and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to Section 19 of this Declaration.

(.....)

C. Each Owner shall purchase insurance , against Owner's loss of or damage to his Dwelling Unit and everything within the Dwelling Unit, which is more fully described in Section 2 and Section 13 (b), which includes but is not limited to all fixtures, equipment, appliances, utilities or mechanicals solely serving a Dwelling Unit, finishes, floor and wall coverings, plate glass, and all personal property / contents of the Owner in the Dwelling Unit or located elsewhere on the Property. Each Owner shall be solely responsible for any casualty, loss, or damage to his Dwelling Unit and obtain his own insurance to cover any such loss and risk, covering no less than the replacement cost of the Dwelling Unit. The Association may request that each Owner provide a certificate of insurance from any Owner to confirm that he has valid insurance that complies with these provisions. If any Owner refuses to obtain the required insurance, the Association may acquire the required insurance, the costs of the policy, plus a premium of twenty percent (20%) of the premium costs for administrative handling shall be allied as an additional assessment to the Dwelling Unit and Owner to be collected as all other Assessments are collected in accordance with these Declarations. Any insurance obtained under this provision shall contain the same provisions for waiver of subrogation as referred to in Section 17 (A).

D. Each Owner shall be liable for the expense of any repair or replacement for property of the Association or to another Dwelling Unit resulting from that Owner's negligent or willful acts or by that of any member of his family, guests, employees, or agents. Each Owner's required insurance as identified in Section 17 (C) shall provide for adequate coverage of these claims.

E. Any required insurance identified in this Amendment represents minimum required coverages or policies of insurance. Unless expressly stated, any risk or casualty not specifically identified to be covered, indemnified or insured by the Association shall be the responsibility and risk of the Owner and any Owner may obtain their own additional policies, extensions, or umbrellas as they determine is advisable to meet their own needs.

#### *Acknowledgment of Compliance*

The undersigned officers of Springmill Lakes at Tamarack Co-Owners Association, Inc., hereby certify that the affirmative votes of a majority of the Percentage Vote have voted to approve this amendment and they further certify that all other conditions precedent to the Second Amendment to the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-For-Profit Indiana Corporation have been satisfied.

Executed this 8 day of OCTOBER 2024.

SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC.,

By: Bernie Pierce  
Bernie Pierce, President

Attest:

By: *Katie Betley*  
Katie Betley, Secretary

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for said County and State, personally Bernie Pierce, President of Springmill Lakes at Tamarack Co-Owners Association, Inc. and Katie Betley, Secretary of Springmill Lakes at Tamarack Co-Owners Association, Inc., who acknowledged the execution of the foregoing First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime.

WITNESS my hand and notarial seal this 8 day of October 2024.

My Commission expires:  
07 / 06 / 2029

*Sidney R. Haisley*  
Notary Public



SIDNEY R. HAISLEY, Notary Public  
Madison County, State of Indiana  
Commission Number NP0734000  
My Commission Expires July 6, 2029

Sidney R. Haisley  
Printed

Residing in Madison County, Indiana

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

/s/ Jeffrey M. Bellamy  
Jeffrey M. Bellamy

This Instrument Prepared By: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL P. C  
8440 Woodfield Crossing Blvd Ste 310 Indianapolis, IN 46240.

Return Document To: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 8440 Woodfield  
Crossing Blvd Ste 310 Indianapolis, IN 46240.

**A202400091073**

**11/07/2024 07:03 AM**

**FAITH KIMBROUGH  
MARION COUNTY IN RECORDER**

**FEE: \$ 35.00**

**PAGES: 4**

**By: ER**

**Cross-Reference:**

**Inst. No. 20200037442**

**Inst. No. 202200010904**

**Inst. No. 202400039194**

**FIRST AMENDMENT TO THE AMENDED AND RESTATED CODE OF BY-LAWS OF  
SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., A NOT-FOR-  
PROFIT INDIANA CORPORATION**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED CODE OF BY-LAWS OF SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., A NOT-FOR-PROFIT INDIANA CORPORATION ("Amendment") is made this 31st day of July, 2024 by SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation, witnesses as follows:

WHEREAS the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime was recorded in the Office of the Recorder of Marion County, Indiana on April 13, 2020 as **Instrument No. 20200037442** ("Declaration"); and,

WHEREAS, the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., a Not-For-Profit Indiana Corporation is attached as an Exhibit to the recorded Declaration ("By-Laws"); and,

WHEREAS, the By-Laws may be amended, as presented here, by the affirmative vote of a majority of the Percentage Vote of the Co-Owners, as defined in the Declaration; and,

WHEREAS the Board of Directors of Springmill Lakes at Tamarack Co-Owners Association, Inc., has reviewed and affirmed that this First Amendment to the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-For-Profit Indiana Corporation has been approved by a majority of the Percentage Vote of the Co-Owners of the Association;

NOW THEREFORE, pursuant to the foregoing, the By-Laws are hereby amended to include the following paragraph(s). Any portion of the By-Laws not specifically amended here remains valid and enforceable:

**ARTICLE VI**

**Procedures for Assessments**

The terms and provisions of **ARTICLE VI, Section 6.09. Resale Fee** are deleted and replaced with the following approved paragraph.

**Section 6.09 Resale Fee.** On the terms and conditions which follow, a Resale Fee shall be due and owing:

- (a) Authority. As an additional funding source, and in addition to any administrative or transfer fee collected to cover the administrative costs of membership transfer, the association shall collect a Resale Fee upon each transfer of title to a Dwelling Unit, other than exempt transfers as set forth herein. The Resale Fee shall be charged to the grantor of the Dwelling Unit, shall be payable by grantor or grantee as their contract provides to the association at the closing of the transfer, and shall be secured by the Association's lien for Assessments. Each Owner transferring a Dwelling Unit shall notify the Association's Secretary or designee at least seven (7) days prior to the scheduled closing. Such notice shall include the name of the buyer, the date of title transfer, and other information the Association may reasonably require.
- (b) Fee Limit. The Resale Fee shall be in an amount determined by the Board of Directors but may not exceed Six Tenths of One percent (0.006%) of the Gross Selling Price of the Dwelling Unit, with all improvements, upgrades and premiums included, and shall be due upon transfer of title to the Dwelling Unit. For purposes hereof, the "Gross Selling Price" shall be the total cost to the purchaser of the Dwelling Unit.
- (c) Purpose. Resale Fees shall be used for any purposes which the Association Board deems beneficial to meet the general operating needs of the Association. By way of example, and not limitation, Resale Fees may be used to assist the Association in funding operating and maintenance costs for recreational facilities, common areas, open space preservation, and all other funding needs for operating the Association. Resale Fees shall be non-refundable and shall not be considered an advance payment of any Charge or Assessment.
- (d) Exempt Transfers. Notwithstanding the foregoing, no Resale Fee shall be levied upon transfer of title to a Dwelling Unit:
  - (1) By a co-owner to any Person who was a co-owner immediately prior to such transfer;
  - (2) To the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;
  - (3) To an entity wholly owned by the grantor or to a family trust created by the grantor for the direct benefit of the grantor and his or her spouse and/or heirs at law; provided, upon any subsequent transfer or an ownership interest in such entity, the Resale Fee shall become due; or,
  - (4) To an institutional lender as security for the performance of an obligation pursuant to a Mortgage.

*< End of Amendment >*

*Acknowledgment of Compliance*

The undersigned officers of Springmill Lakes at Tamarack Co-Owners Association, Inc., hereby certify that the affirmative votes of a majority of the Percentage Vote have voted to approve this amendment and they further certify that all other conditions precedent to the First Amendment to the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-For-Profit Indiana Corporation have been satisfied.

Executed this 31 day of July, 2024.

SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC.,

By: Bernie Pierce  
Bernie Pierce, President

Attest:

By: Katie Betley  
Katie Betley, Secretary

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MARION     )



SIDNEY R. HAISLEY, Notary Public  
Madison County, State of Indiana  
Commission Number EP0734580  
My Commission Expires July 8, 2028

Before me, a Notary Public in and for said County and State, personally Bernie Pierce, President of Springmill Lakes at Tamarack Co-Owners Association, Inc. and Katie Betley, Secretary of Springmill Lakes at Tamarack Co-Owners Association, Inc., who acknowledged the execution of the foregoing First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime.

WITNESS my hand and notarial seal this 31 day of July, 2024.

My Commission expires:  
07/08/2028

Sidney R. Haisley  
Notary Public

Sidney R. Haisley  
Printed

Residing in Madison County, Indiana

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

S: Jeffrey M. Bellamy  
Jeffrey M. Bellamy

This Instrument Prepared By: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

Return Document To: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

**Cross-Reference:**

**Inst. No. 20200037442**  
**Inst. No. 202200010904**  
**Inst. No. 202400039194**  
**Inst. No. 202400091073**

---

**SECOND AMENDMENT TO THE AMENDED AND RESTATED CODE OF BY-LAWS OF SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., A NOT-FOR-PROFIT INDIANA CORPORATION**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED CODE OF BY-LAWS OF SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., A NOT-FOR-PROFIT INDIANA CORPORATION (“Amendment”) is made this 20<sup>th</sup> day of January, 2026 by SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation, witnesses as follows:

WHEREAS the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime was recorded in the Office of the Recorder of Marion County, Indiana on April 13, 2020 as **Instrument No. 20200037442** (“Declaration”); and,

WHEREAS, the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., a Not-For-Profit Indiana Corporation is attached as an Exhibit to the recorded Declaration (“By-Laws”); and,

WHEREAS, the By-Laws may be amended, as presented here, by the affirmative vote of a majority of the Percentage Vote of the Co-Owners, as defined in the Declaration; and,

WHEREAS, the By-Laws were first amended by the First Amendment to the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owner Association, Inc. which were recorded in the Office of the Recorder of Marion County, Indiana on November 7, 2204 at Instrument No. 202400091073 (“First Amended By-Laws”); and,

WHEREAS the Board of Directors of Springmill Lakes at Tamarack Co-Owners Association, Inc., has reviewed and affirmed that this Second Amendment to the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-For-Profit Indiana Corporation has been approved by a majority of the Percentage Vote of the Co-Owners of the Association;

NOW THEREFORE, pursuant to the foregoing, the By-Laws are hereby amended to include the following paragraph(s). Any portion of the By-Laws not specifically amended here remains valid and enforceable:

## ARTICLE II

### Meetings of Association

The terms and provisions of **ARTICLE II, Section 2.04. Notice and Place of Meetings** are deleted and replaced with the following approved paragraph.

**Section 2.04. Notice and Place of Meetings.** All meetings of the members of the Association shall be held at such location within the State of Indiana as may be designated by the Board of Directors. Written notice stating the date, time, place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Co-owner and, if applicable, to any Mortgagee not less than fourteen (14) days prior to the date of such meeting. If at any meeting an amendment to the Declaration or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. The notice shall be mailed by first-class U.S. Mail, postage prepaid or delivered to the Co-owners at their respective addresses as the same shall appear upon the records of the Association. Notice may also be provided by emailing the notice to an email address on file with the Association. Emails notice will be considered the preferred method of notice, unless the Member does not provide an email address or unless the Member requests in writing that notice be sent by United States Mail. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

The Board of Directors may determine that it is necessary to conduct any meeting of the Association by remote or virtual communication rather than a physical location. If the Board elects to conduct any meeting of the Association by remote or virtual communication, it will provide notice of that meeting as required in these By-Laws but will provide the necessary information for any member to attend via the communication platform the Board selects. To use a virtual or remote communication, the platform used must permit the members to be identified, to hear the Board and other members that speak during the meeting, and to permit the members to participate in the meeting and vote on matters property before the membership.

## ARTICLE III

### **Board of Directors**

The terms and provisions of **ARTICLE III, Section 3.07. Notice and Place of Meetings** are deleted and replaced with the following approved paragraph.

**Section 3.07. Limitations on Board Action.** The authority of the Board of Directors to enter contracts shall be limited to contracts involving a total expenditure of less than Twenty-Five Thousand Dollars (\$25,000.00) unless the prior approval of a majority of Owners is obtained, except in the following cases:

(a) Supervision and management of the replacement or restoration of any portion of the Common Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received;

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Co-owners at the annual meeting; and,

(c) Expenditures necessary to deal with emergency conditions in which the Board reasonably believes there is insufficient time to call a meeting of the Owners.

< End of Amendment >

*Acknowledgment of Compliance*

The undersigned officers of Springmill Lakes at Tamarack Co-Owners Association, Inc., hereby certify that the affirmative votes of a majority of the Percentage Vote have voted to approve this amendment and they further certify that all other conditions precedent to the Second Amendment to the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-For-Profit Indiana Corporation have been satisfied.

Executed this 20<sup>th</sup> day of January, 2026

SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC.,

By: Bernie Pierce  
Bernie Pierce, President

Attest:

By: Katie Betley  
Katie Betley, Secretary

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for said County and State, personally Bernie Pierce, President of Springmill Lakes at Tamarack Co-Owners Association, Inc. and Katie Betley, Secretary of Springmill Lakes at Tamarack Co-Owners Association, Inc., who acknowledged the execution of the foregoing First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime.

WITNESS my hand and notarial seal this 20 day of January, 2020

My Commission expires:

8 / 13 / 2032

Angela R Doty  
Notary Public



ANGELA R DOTY, Notary Public  
Wayne County, State of Indiana  
Commission Number NP0758141  
My Commission Expires August 13, 2032

Angela R Doty  
Printed

Residing in Boone County, Indiana

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

Jeffrey M. Bellamy  
Jeffrey M. Bellamy

This Instrument Prepared By: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

Return Document To: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.